

Scott Walker
Governor



State of Wisconsin
Department of Health Services

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~~2017~~2018 STATE AND COUNTY CONTRACT COVERING SOCIAL SERVICES AND COMMUNITY PROGRAMS

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20172018 STATE AND COUNTY CONTRACT COVERING SOCIAL SERVICES AND COMMUNITY PROGRAMS

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1. INTRODUCTION

This Contract is made and entered into for the period January 1, 20172018, through December 31, 2017, hereinafter referred to as the "Contract," 2018, by and between the Wisconsin Department of Health Services, hereinafter referred to as "Department," and the State of Wisconsin, herein referred to as "State," and the County Board of Supervisors of County, herein after referred to as "County," all of which are hereinafter collectively referred to as "the parties".

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WHEREAS, the Department and the County are directed by Wis. Stat. § 46.031 to enter into a Contract for Social Services and Community Programs provided or purchased by the County pursuant to Wis. Stat. §§ 46.034(3), 46.21, 46.22, 51.42, and 51.437.

NOW, THEREFORE, in consideration of the mutual responsibilities and agreements hereinafter set forth, the Department and the County agree as follows:

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2. DEFINITIONS

"Contract Appendix" means an addition to the main body of the Contract, which is attached prior to the parties signing the Contract. An appendix does not require signatures of either party.

"Contract Addendum Modification" means an addition or amendment to the Contract, which is attached after both parties have signed the Contract. An addendum does require the signature of either parties or their authorized designee(s).

"A Contract Amendment" means a signed memorandum from the Department that notifies the County that funds will be added or subtracted to the Contract. An Amendment Modification requires the signature of both parties and their parties' authorized designee(s) unless the only effect of the Department memorandum Modification is to add funds, in which case only the Department's authorized designee is required to sign.

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3. PROVISION OF SERVICES AND PROGRAMS

A. The County agrees that the Social Services, Community Programs, functions performed, and services provided or purchased by the County as specified in this Contract shall be performed in accordance with State statutes and administrative rules, Federal statutes, rules and regulations, and court orders. The services shall meet the requirements of this Contract, the Human Services Reporting System (HSRS) Handbook as updated quarterly, the Divisions Division's Numbered Memo Series, the Allowable Cost Policy Manual, and the Financial Management Manual, as set forth in or established by the Department under the authority granted to it by State and Federal statutes, rules, and regulations, and court orders. (Divisions Division's Numbered Memos, the Financial Management and the Allowable Cost Policy Manuals can be viewed on the Department's web site at

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<http://dhs.wisconsin.gov>) If the Department proposes a change to the requirements after January 1, 2017, ~~in 2018, related to~~ the functions performed and services provided or purchased by the County, ~~which and the proposed change~~ is not the result of implementation of State and Federal statutes, rules and regulations, court orders or settlement agreements arising from litigation, the County, using a single statewide point of contact, will have thirty (30) calendar days to comment ~~to the department~~ on the fiscal impact of the ~~proposed change to the Department~~ before the requirement takes effect. The single statewide point of contact may request an extension of the comment period of up to fifteen (15) calendar days. The Department shall consider the fiscal impact on the County before implementing the change in requirements.

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If the County is of the opinion that any directive of the Department conflicts with a mandate contained in a Federal statute or regulation, the County shall nevertheless follow the directive of the Department. The County shall be held harmless from claims alleging a conflict between any departmental directive and a mandate contained in a Federal statute or regulation to the extent that the County has followed the department directive alleged to be in conflict with the mandate.

- B. Except as provided in State and Federal statutes, the County shall perform the functions and provide the services within the limits of State appropriations, as well as County appropriations used to match State and Federal funds.

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Nothing in this Contract shall be construed to require the expenditure of County funds, except as specifically provided herein and authorized by the County board.

Nothing contained in this Contract shall be construed to supersede the lawful power or duties of either party, the County Department of Community Programs, the County Department of Developmental Disabilities, the County Department of Social Services, the County Department of Human Services ~~and/or~~ the County Department of Health and Human Services. The parties agree that the County shall carry out its responsibilities under the sections of this Contract through ~~its~~ appropriate County departments.

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- C. The Department shall have, and retain in perpetuity, all ownership rights in any software or modifications thereof and associated documentation designed, developed, or installed as a result of this Contract.
- D. The County and the Department shall work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this Contract in the County.

The County shall keep all State-owned data processing equipment that is located in the County in a secure place and compensate the Department for any theft, damage, or other loss of the equipment if the Department's prescribed security precautions have not been met.

The County shall designate an employee as the County Security Officer to be responsible for ensuring compliance with security precautions for State-owned computer equipment, data confidentially, and user access.

The State shall retain ownership of all Department-installed computer equipment and shall be responsible for maintenance and installation costs as specified by the Department.

The County shall comply with the provisions contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 45 Code of Federal Regulations (CFR) § 95.621 and any other applicable Federal or State laws or requirements for maintaining security and privacy for

protected health information, personally identifiable information and any other confidential information.

E. The County agrees to comply with the Federal regulations implementing HIPAA to the extent those regulations apply to the services the County provides or purchases with funds provided under this Contract.

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F. Certain programs included in this agreement are defined as "Health Plans" within HIPAA rules. As such, the Department must comply with all provisions of the law and has deemed that Counties are "Business Associates" within the context of the law. As a result, the Department requires Counties to sign and return with this Contract the Business Associate Agreement included in the signature documents of this Contract.

E.G. Since a portion of the funds under this Contract includes Federal funds, the County agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994. The law requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age 18. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where Women, Infants and Children (WIC) coupons are redeemed.

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F.A. The County agrees to comply with the Federal regulations implementing HIPAA to the extent those regulations apply to the services the County provides or purchases with funds provided under this Contract.

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G. Certain programs included in this agreement are defined as "Health Plans" within HIPAA rules. As such, the Department must comply with all provisions of the law and has deemed that Counties are "Business Associates" within the context of the law. As a result, the Department requires Counties to sign and return with this Contract the Business Associate Agreement included in section 15 of this Contract.

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4. REIMBURSEMENT

A. Subject to the terms and conditions set forth in this Contract, the Department shall reimburse the County for the functions it performs and services it provides or purchases as set forth in sections 3 and 409 of this Contract. In addition, any funding restrictions in the appendices apply.

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B. No pre-payments will be issued under this Contract.

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C. The County shall submit all claims for reimbursement under this Contract to the Department by March 25, 20182019, and the Department shall make final payment by August 1, 20182019. The Department shall deny all claims submitted after March 25, 20182019. The Department may grant an exception in unusual circumstances on an individual basis. However, the Department shall allow a claim as a result of a subsequent audit approved by the Department that identified a Department error. The County may offset additional claims identified in an audit against audit exceptions up to the amount of the exception.

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D. Total net reimbursement to the County for allowable expenses shall not exceed the Contracted amounts for programs specified in sections 3 and 409 of this Contract and the Final Allocation Worksheet located on the internet at <http://www.dhs.wisconsin.gov/sca/>, as adjusted by the terms and

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conditions of the Contract ~~appendices~~ Appendices and ~~addenda~~ Modifications, less any expenditures owed to the Department under other Department and County Contracts, including from previous Contracts. This setoff only applies to funds within a County agency and will not occur between County agencies.

E. The Department shall make payments to the County based upon the following schedule for programs covered in section ~~409~~ of this Contract:

• ~~i.~~ ii. The Department may make payments on the fifth (5th) day of each month ~~in an amount based on one-twelfth (1/12) of the total of section 10 or one month's estimated operating expenses to the County, except for Federally funded MA profiles and direct reimbursement programs as outlined in the CARS Accounting Manual. Each month thereafter, the Department shall make a payment~~ to the County for expenditures reported on the financial forms required by the Department attributable to each program under section ~~409~~ of this Contract.

• ~~ii.~~ iii. The County agrees to submit to the Department the financial forms specified in section ~~40.09~~ of this Contract on a monthly basis ~~no later than the thirtieth (30th) day within 30 days of the previous calendar month subsequent to the reporting period. Based upon the reported expenditures, the end day on the form required by the Department shall make monthly payments by the fifth (5th) day of the second month to the following the report date of the reported expenditures.~~ email: DHS600RCARS@dhs.wi.gov.

Reported expenditures received timely in accordance with the CARS Processing Dates schedule will be processed by the Department per the CARS Processing Dates schedule.

• ~~F.~~ G. Payments to the County shall not exceed the total Contract amount.

~~E.G.~~ H. The Department may adjust or delay the monthly payment if the County agency is not in compliance with this Contract under one of the conditions listed in this subsection. The Department shall provide thirty (30) calendar days advance notice to the County when an adjustment or delay is considered, and the Department will schedule a conference to resolve the issue that gave rise to ~~the~~ notice before making the adjustment or delay and to negotiate the timing and payment schedule of any adjustments. The County may pursue its right to appeal the Department's decision as provided by section 7 of this Contract if both parties agree there is an impasse.

• ~~i.~~ ii. The County does not give the Department the ~~F-8060000642~~ report by the due date. If the Department caused the delay, this provision is waived. Should there be extenuating circumstances that prevent the County from sending a report, it is the responsibility of the County to see that the Department is properly notified prior to the due date of the report.

• ~~ii.~~ iii. The Department determines that the functions performed by the County do not meet State or Federal statutes and requirements.

~~G.H.~~ I. By March 14, ~~2018~~ 2019, the County will inform the Department that it will refund to the Department by April 30, ~~2018~~ 2019, any funds received pursuant to this Contract that are unspent or ~~not~~ encumbered prior to January 1, ~~2018~~ 2019. If the County does not provide a refund check, the Department will adjust funds under ~~this~~ section ~~4~~ as part of the Contract year reconciliation process.

~~H.I.~~ J. Distribution and reporting of Agency Management Support and Overhead (AMSO) will be in accordance with the ~~Federally~~ federally approved cost allocation plan for local organizational units.

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County employee roster information will be provided to the Department in compliance with instructions from the Department for the Income Maintenance/Wisconsin Works (IM/W-2) Random Moment Sample (RMS).

Counties will report AMSO expenses and employee counts in accordance with instruction for the IM/W-2 RMS. The Department will distribute AMSO costs to the IM and W-2 programs as required by the Federal cost allocation guidelines.

For Department programs other than IM, AMSO shall be distributed based on employee counts across programs administered by the County agency. Counties may use the AMSO expense and employee count information provided for the IM/W-2 RMS to calculate the AMSO costs to be reported monthly for social services programs, for programs that are part of the same County agency as the IM/W-2 programs.

~~I.J. Except as provided in section 12, the~~ The County agrees that the obligation of the Department under this Contract is limited by and contingent upon legislative authorization and budget appropriations including those made by the current Wis. Stat. ch. 20, and if, during the term of this Contract, the State appropriations that fund programs under this Contract are not made or are repealed or reduced by actions of the Legislature or otherwise, the Department's obligation to fund and the County's obligation to fund and provide such service programs under this Contract is suspended.

~~J.K. The County shall not, at any time, reallocate funds between lines of the Final Allocation Worksheet located on the internet at~~ http://www.dhs.wisconsin.gov/sca/ unless specific written approval is received from the Department by March 1, ~~2017~~ 2018.

5. RECORDS

A. ~~At least forty-five (45) calendar days prior to the effective date of any Department reporting or record keeping requirement issued after December 31, 2013~~ 2017, the Department shall provide the County with written notice of such a proposed reporting or record keeping requirement and allow the County an opportunity to review and comment on such a requirement. The County may comment on its own behalf or use a single point of contact to communicate its concerns. Reporting and record keeping requirements that are the result of changes in Federal or State laws, rules and regulations, or any court actions may be implemented by the Department without strict compliance with the above-stated notice and comment requirements. However, the Department shall make every reasonable effort to solicit comments from the County prior to implementing such record keeping and reporting requirements.

B. Fiscal Records:

The County shall maintain such records, financial statements and necessary evidences of accounting procedures and practices sufficient to document the funding received and disbursements made under this Contract.

C. Client Reporting:

The County shall maintain such records, reports, evaluations, or other documents that are specified as needed by the Department for monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to the Financial Management Manual provisions allowing destruction of records.

The County shall furnish such reports and documents to the Department in the format and according to the schedules as ~~required by the Department requires~~. These reports must be in compliance with Department reporting instructions.

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The Department shall evaluate and monitor compliance with the reporting instructions.

- D. All records maintained by the County pursuant to this Contract shall be available to the Department on request and with adequate notice for inspection, examination or audit. Except when the Department determines that unusual circumstances exist, the Department will give the County at least five (5) working days written notice unless the County consents to a shorter time frame.
- E. The parties agree to comply with the applicable Federal and State laws and Department regulations concerning confidentiality of client records.
- F. Notwithstanding the above, nothing in this Contract shall be construed to limit, modify, or extinguish any Federal or State agency's legal authority to inspect, audit, or have access to any records, financial statements or other reports maintained by the County; or to modify or limit the County's legal obligation to maintain any record or report required by State or Federal statutes, rules, or regulations.
- G. The Department shall monitor its requests for reports and evaluations to eliminate present, and prevent future, duplicate requests being sent to the County.

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6. AUDITS/REVIEWS

- A. ~~The County shall submit an annual independent audit report to the Department.~~ Unless waived by the Department, the sub-recipient (auditee) shall submit an annual audit to the Department if the total amount of annual funding provided by the Department (from any and all of its Divisions taken collectively) for all contracts is ~~\$25100,000~~ or more. In determining the amount of annual funding provided by the Department, the sub-recipient shall consider both: (1) funds provided through direct contracts with the Department; and (2) funds from the Department, passed through another agency that has one or more contracts with the sub-recipient.
- B. Audit Requirements: The audit shall be performed in accordance with generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions as specified in this Contract. In addition, the sub-recipient is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete Department audit requirements:
 - 2 ~~Code of Federal Regulations (CFR)~~, Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The guidance also includes an Annual Compliance Supplement that details specific Federal agency rules for accepting Federal sub-awards.
 - The State Single Audit Guidelines (SSAG) expand on the requirements of 2 CFR Part 200 Subpart F by identifying additional conditions that require a State single audit. Section 1.3 of the SSAG lists the required conditions.
 - The ~~DHS~~ Department of Health Services (~~DHS~~) Audit Guide is an appendix to the SSAG and contains additional Department-specific audit guidance for those entities to meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with the Department's sub-recipient audit requirements. An audit report is due to the Department if a sub-recipient receives more than \$25,000 in pass-through money from the Department, as determined by Wis. Stat. § 46.036.

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- C. Source of Funding: The Department shall provide funding information to all sub-recipients for audit purposes, including the name of the program, the Federal agency where the program originated, the Catalog of Federal Domestic Assistance (CFDA) number, and the percentages of Federal, State, and local funds constituting the Contract.
- D. Audit Reporting Package: A sub-recipient that is required to have a Single Audit based on 2 CFR Part 200 Subpart F and SSAG is required to submit to the Department a reporting package that includes the following:
- i. General-Purpose Financial Statements of the overall agency and a Schedule of Expenditures of Federal and State Awards, including the independent auditor's opinion on the statements and schedule.
 - ii. Schedule of Findings and Questioned Costs, Schedule of Prior Audit Findings, Corrective Action Plan and the Management Letter (if issued).
 - iii. Report on Compliance and a Report on Internal Control over Financial Reporting based on an audit performed in accordance with Government Auditing Standards.
 - iv. Report on Compliance for each Major Program and a Report on Internal Control over Compliance.
 - v. Report on Compliance with Requirements Applicable to the Federal and State Program and a Report on Internal Control over Compliance in Accordance with the Program-Specific Audit Option.
 - vi. ~~*Settlement of~~ DHS Cost Reimbursement Award ~~Schedule~~. This schedule is required by the Department if the sub-recipient is a non-profit, for-profit, a governmental unit other than a tribe, County, Chapter 51 board or school district; if the sub-recipient receives funding directly from the Department; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with the Department.
 - vii. ~~*Reserve-Supplemental~~ Schedule is only required if the sub-recipient is a non-profit and paid on a prospectively set rate.
 - viii. ~~*Allowable Profit-Supplemental~~ Schedule is only required if the sub-recipient is a for-profit entity.
 - ix. ~~*Additional Supplemental~~ Schedule(s) required by Funding Agency may be required. Check with the funding agency.

*NOTE: These schedules are only required for certain types of entities or specific financial conditions.

For sub-recipients that do not meet the Federal audit requirements of 2 CFR Part 200 and SSAG, the audit reporting package to the Department shall include all of the above items except for the fourth (4th) and fifth (5th) bullets in this subsection.

In limited situations, a sub-recipient may be allowed to have a program audit rather than an agency-wide audit. If applicable, please reference Section 1.3 of the SSAG, and Illustration 1.4 in the DHS Audit Guide to find the audit reporting package requirements for program audits.

- E. Audit Due Date: Audits that comply with 2 CFR Part 200 and the SSAG are due to the granting agencies nine (9) months from the end of the fiscal period or thirty (30) calendar days from completion of the audit, whichever is sooner. For all other audits, the due date is six (6) months from the end of the fiscal period unless a different date is specified within the Contract or grant agreement.

- F. Submitting Audit Reporting Package: For single audits that comply with the Uniform Guidance, reference § 200.512(b) of the Uniform Guidance for submission requirements regarding the audit reporting package. The auditee is responsible for ensuring that the Federal Audit Clearinghouse (FAC)

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receives a complete, electronically submitted audit reporting package by the audit's due date. This due date is the earlier of 30 days after receipt of the auditor's report or nine months after the end of the audit period.

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Please ensure that the FAC's website is fully functional and enables complete viewing access to the audit reporting package. If the audit reporting package is not viewable on the FAC's website, then it is the auditee's responsibility to submit the audit reporting package to DHSAuditors@wisconsin.gov. If a management letter was issued by the auditor must send a copy of the audit report to all granting agencies that provided funding to the auditee. Check the Contract or contact the non-, it should be submitted to the Department at DHSAuditors@wisconsin.gov.

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~~F. For auditees that receive \$100,000 or more in Department funding but are not required to have a single audit based on federal funding agencies for information on where to send the audit report and the proper submission format expenditures, the audit reporting package must be submitted to the Department by the earlier of the date specified in the contract/grant agreement or six months from the end of the audit period.~~

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The audit reporting package must be electronically submitted to DHSAuditors@wisconsin.gov if the agency received \$100,000 or more in direct funding from the Department. This package must also include the management letter if issued by the auditor.

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The Department no longer accepts paper copies of audit reports. Audit reports must be electronically-created pdf documents that are text searchable, unlocked, and unencrypted. To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator. The reports must be sent by either the auditee or auditor to DHSAuditors@Wisconsin.gov and a copy also sent to the auditor or auditee, respectively.

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- G. Access to Auditee's Records: The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit.

The auditee shall permit appropriate representatives of the Department to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with Federal and State requirements for the use of the funding. Having an independent audit does not limit the authority of the Department to conduct or arrange for other audits or review of Federal or State programs. The Department shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.

- H. Access to Auditor's Work Papers: The auditor shall make audit work papers available upon request to the auditee, the Department or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.
- I. Failure to Comply with Audit Requirements: The Department may impose sanctions when needed to ensure that auditees have complied with the requirements to provide the Department with an audit that meets the applicable standards and to administer State and Federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
- The auditee did not have an audit.
 - The auditee did not send the audit to the Department or another granting agency within the original or extended audit deadline.

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- iii. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
 - iv. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
 - v. The auditee does not cooperate with the Department or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.
- J. Sanctions: The Department will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
- i. Requiring modified monitoring and/or reporting provisions;
 - ii. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
 - iii. Disallowing the cost of audits that do not meet these standards;
 - iv. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
 - v. Charging the auditee for all loss of Federal or State aid or for penalties assessed to the Department because the auditee did not comply with the audit requirements;
 - vi. Assessing financial sanctions or penalties;
 - vii. Discontinuing contracting with the auditee; and/or
 - viii. Taking other action that the Department determines is necessary to protect Federal or State pass-through funding.
- K. Close-Out Audits: A Contract-specific audit of an accounting period of less than twelve (12) months is required when a Contract is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out Contract-specific audit may be waived by the Department upon written request from the sub-recipient, except when the Contract is terminated for cause. The required close-out audit may not be waived when a Contract is terminated for cause.

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The auditee shall ensure that its auditor contacts the Department prior to beginning the audit. The Department, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing, and attend any conference between the auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by the Department, is the responsibility of the auditee.

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The Department may require a close-out audit that meets the audit requirements specified in 2 CFR Part 200 Subpart F. In addition, the Department may require that the auditor annualize revenues and expenditures for the purposes of applying 2 CFR Part 200 Subpart F and determining major Federal financial assistance programs. This information shall be disclosed in a note within the schedule of Federal awards. All other provisions in 2 CFR Part 200 Subpart F- Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

L. Department Reviews:

- i. The Department may conduct a financial and compliance review, in addition to the audit requirements within this subsection, if it determines that the review is in the best interest of the State. In the event that the Department conducts a review, it will include the examination of financial records maintained by the County. The review shall be conducted in accordance with the Department procedures. This review will NOT meet the requirements of the Single Audit Act for the County.

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~~• In the event that the Department conducts a financial and compliance review, it will include the examination of financial records maintained by the County. The review shall be conducted in accordance with the Department procedures. This review will not meet the requirements of the Single Audit Act for the County.~~

• ~~ii.~~ The Department shall schedule a mutually acceptable ~~entrance~~ review date with the County with at least ten (10) working days advance written notice.

• ~~iii.~~ The Department agrees to provide the County with a copy of the resultant report, management letter, and supporting documentation upon completion of the financial and compliance review.

• ~~iv.~~ The Department agrees to complete all draft reviews of the County within twenty-five (25) months of the expiration date of the Contract year to be reviewed. The time limit for submitting a draft review report to the County may be extended in unusual circumstances.

• ~~v.~~ If a multi-County agency has been audited and the audit meets the guidelines of the Department, the Department shall accept the multi-County agency audit in any review of a constituent County or counties of the multi-County agency.

• ~~vi.~~ The Department reserves the right to conduct an independent financial and compliance review of the County agency if the County fails to secure a Single Audit covering all Department funds. In the event that the County fails to secure a Single Audit, the Department costs for completing a financial and compliance review will be charged back to the County.

• ~~vii.~~ The Department may conduct an additional review if a County action, not identified in the Single Audit, results in the loss of Federal funds. This additional Department review will determine if an audit exception is appropriate.

7. REVIEW AND REVISION

A. The County shall be entitled to an administrative review conducted pursuant to the procedures stated in this subsection that are in effect for this Contract if both of the following occur:

• ~~i.~~ The Department and the County disagree about the interpretation of any provision of this Contract; and

• ~~ii.~~ The disagreement concerns one of the following:

• ~~a.~~ Reconciliation of claims and reimbursements; review is through departmental conference;

• ~~b.~~ Any audit of the County as described in this Contract; review is through the audit resolution policy;

• ~~c.~~ Any audit resolution process; review is through the audit resolution policy; or

• ~~d.~~ Any Federal audit of the County or the Department; review is through the Divisions Numbered Memos on Federal audits.

B. If the Department and the County disagree about the interpretation of any provision of this Contract other than the disagreements described in ~~this~~ section 7 of this Contract, and the County believes it is or will be injured by an action of the Department, the County shall be entitled to a hearing before the Department of Administration – Division of Hearings and Appeals, which must be requested within sixty (60) calendar days from the day the action in question occurred. The following procedures shall apply:

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STATE OF WISCONSIN
Department of Health Services

- i. The Department shall cooperate with the Department of Administration – Division of Hearings and Appeals to have a hearing scheduled within sixty (60) calendar days of receipt of the appeal request;
- ii. Both the County and the Department shall be entitled to one thirty (30) calendar-day continuance of the hearing upon written notification to the other party and to the Division of Hearings and Appeals;
- iii. The hearing shall be conducted as if it were a Class 3 case hearing under Wis. Stat. ch. 227. At the hearing, the parties may present evidence, call and cross-examine witnesses, and make arguments on the issues; and
- iv. Either party may ask the Secretary of the Department to review the proposed decision within thirty (30) calendar days of its issuance. If neither party makes such a request within the thirty (30) calendar days, the proposed decision shall be final. If either party makes such a request within thirty (30) calendar days, the Secretary may allow both parties to file written arguments before a final decision is issued.

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8. AFFIRMATIVE ACTION AND CIVIL RIGHTS COMPLIANCE

A. AFFIRMATIVE ACTION PLAN.

As required by Wisconsin's Contract Compliance Law, Wis. Stat. § 16.765, and Wis. Admin. Code § Adm 50.04, the County must agree to equal employment and affirmative action policies and practices in its employment programs:

The County agrees to make every reasonable effort to develop a balance in either its total workforce or in the project-related workforce that is based on a ratio of work hours performed by handicapped persons, minorities, and women except that, if the ~~Department~~ finds that the County is allocating its workforce in a manner which circumvents the intent of this chapter, the Department may require the County to attempt to create a balance in its total workforce. The balance shall be at least proportional to the percentage of minorities and women present in the relevant labor markets based on data prepared by the ~~department~~ of ~~industry, labor~~ ~~Industry, Labor~~ and ~~human relations~~ ~~Human Relations~~, the ~~office~~ ~~Office~~ of Federal ~~contract compliance programs~~ ~~Contract Compliance Programs~~ or by another appropriate governmental entity. In the absence of any reliable data, the percentage for qualified handicapped persons shall be at least 2% for whom a County must make a reasonable accommodation.

The County must submit an Affirmative Action Plan within fifteen (15) working days of the signed ~~Contract Agreement~~. Exemptions exist, and are noted in the ~~Instructions~~ ~~instructions for counties~~ posted on the following website:

~~https://vendornet.wi.gov/Procurement.asp~~ <http://vendornet.state.wi.us/vendornet/contract/contcom.asp>

The County must submit its Affirmative Action Plan or request for exemption from filing an Affirmative Action Plan to:

Department of Health Services
Division of Enterprise Services
Bureau of Strategic Sourcing
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707

Email: dhscontractcompliance@dhs.wisconsin.gov

B. CIVIL RIGHTS COMPLIANCE (CRC).

As required by Wis. Stat. § 16.765, in connection with the performance of work under this Contract, the County agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01 (5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the County further agrees to take affirmative action to ensure equal employment opportunities. The County agrees to post in conspicuous places,

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available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

This language pertains to US DHHS (CMS/FDA/HRSA/CDC/NIH) Grants:

In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), Title VI of the Civil Rights Act of 1964 (nondiscrimination on the basis of race, color, national origin), 42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (nondiscrimination on the basis of disability), 29 U.S.C. § 701 et seq.), the Age Discrimination Act of 1975 (nondiscrimination on the basis of age), 42 U.S.C. § 6101 et seq.), and regulations of the U.S. Department of Health and Human Services issued pursuant to implementing these three statutes Acts, found at Title 45 Code of Federal Regulations C.F.R. Parts 80, 84, and 91, and 92, the County shall not exclude, deny benefits to, or otherwise discriminate against any person on the ground basis of sex, race, color, national origin, disability, or age, in admission to, participation in, in aid of, or in receipt of the services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the County directly or through a sub-sub-contractor or any other entity with which the County arranges to carry out its programs and activities.

Additionally, in accordance with Section 1557 of the Patient Protection and Affordable Care Act of 2010, 42 U.S.C. § 18116, and rules promulgated to implement Section 1557 (81 Fed. Reg. 31376 et seq. (May 18, 2016) (amending 45 CFR Part 92 to implement Section 1557)), County shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex in admission to, participation in, or receipt of the services and benefits under any of its health programs and activities, and in staff and employee assignments, whether carried out by County directly or through a sub-contractor or any other entity with which County arranges to carry out its programs and activities.

This language pertains to USDA/FNS Grants:

In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and the regulations implementing these Acts, found at 7 C.F.R. Parts 15, 15a, and 15b, and Part 16, 28 C.F.R. Part 35, and 45 C.F.R. Part 91, the County shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture.

The County must file a Civil Rights Compliance Letter of Assurance (CRC LOA) for the compliance period of January 1, 2014, through December 31, 2017, within fifteen (15) working days of the effective date of the Contract. If the County employs fifty (50) or more employees and receives at least \$50,000 in funding, the County must complete a Civil Rights Compliance Plan (CRC Plan). The CRC Plan must be kept on file by the County and made available upon request to any representative of DHS. The Civil Rights Compliance Requirements are published by the Department of Health Services, either on its own or in conjunction with other State agencies, and includes the Civil Rights Compliance Requirements and all appendices thereto. The current Civil Rights Compliance Requirements and all appendices for the Civil Rights Compliance period of January 1, 2014, to December 31, 2017, is hereby incorporated by reference into this Agreement and is enforceable as if restated herein in its entirety.

The Civil Rights Compliance Requirements, including the template and instructions, for the CRC Plan can be found at <https://www.dhs.wisconsin.gov/civil-rights/requirements.htm> or by contacting:

Department of Health Services
Civil Rights Compliance
Attn: Attorney Pamela McGillivray

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STATE OF WISCONSIN
Department of Health Services

1 West Wilson Street, Room 651
P.O. Box 7850
Madison, WI 53707-7850

Telephone:- (608) 266-1258 (Voice)
711 or 1-800-947-3529 (TTY)
Fax:- (608) 267-1434

Email: pamela.mcgillivray@dhs.wisconsin.gov

If the County subcontracts to administer its Federally-funded (through the Department of Health Services) programs, services and/or activities, it must require its subcontractor to provide the County a CRC LOA within fifteen (15) working days of the effective date of the subcontract. If the subcontractor employs fifty (50) or more employees and receives at least \$50,000 in funding, the County must require its subcontractor to complete a Civil Rights Compliance Plan (CRC Plan) as a term of its sub-contract. Email: DHSCRC@dhs.wisconsin.gov

The CRC Plan must be kept on file by the subcontractor County and made available upon request to any representative of the Department of Health Services.

Civil Rights Compliance Letters of Assurances should be sent to:

Department of Health Services
DES/BSS – AA Division of Enterprise Services
Bureau of Strategic Sourcing
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707-7850
-or-
dhscontractcompliance@dhs.wisconsin.gov

The County agrees to all of the following:

- Design and implement an effective limited English proficiency (LEP) plan to ensure meaningful access to LEP persons at no cost to the LEP persons, in compliance with Title VI of the Civil Rights Act of 1964, and Section 1557 of the Patient Protection and Affordable Care Act of 2010, 42 U.S.C. § 18116, and rules promulgated to implement Section 1557 (81 Fed. Reg. 31376 *et seq.* (May 18, 2016) (amending 45 CFR Part 92 to implement Section 1557)). The LEP plan will identify individuals who need LEP language assistance, describe language assistance measures that may be provided, require training staff to implement the plan, provide a mechanism for notice to LEP persons who are in need of the services, provide accurate and timely language assistance to LEP persons at no cost to themselves, and provide for monitoring and updating the LEP Plan.
- Design and implement a plan to ensure that the County communicates effectively with people who have vision, hearing, or speech disabilities, in compliance with Title II of the Americans with Disabilities Act and Section 1557 of the Patient Protection and Affordable Care Act of 2010, 42 U.S.C. § 18116, and rules promulgated to implement Section 1557 (81 Fed. Reg. 31376 *et seq.* (May 18, 2016) (amending 45 CFR Part 92 to implement Section 1557)). The plan must require that the County shall provide auxiliary aid and services when needed to communicate effectively with people who have communication disabilities to ensure that a person with a vision, hearing or speech disability can communicate with, receive information from, and convey information to, the County at no cost to the person with a disability.

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- ~~To cooperate with DHS~~the Department in any complaint investigations, monitoring or enforcement related to civil rights compliance of the County or its ~~sub~~Sub-contractor under this Agreement.
The Department agrees to coordinate with the County in its efforts to comply with the County's responsibilities under these nondiscrimination provisions.

C. **FAILURE TO COMPLY.** Noncompliance with Section 8 subsections A or B may result in the following consequences:

- Termination of this Contract after a 30-day notice to cure deficiencies;
- Designation of the County/~~Contractor~~Sub-contractor as "ineligible" for future consideration as a responsible qualified bidder or proposer for State contracts; and/or
- Withholding of payment(s) due under the Contract until the County is in compliance.

9. HUMAN SERVICES PROGRAMS

A. Reconciliation of Human Services Programs:

- The terms in this section shall be defined as follows:

a. "Basic County Allocation" (BCA) means the budget category of the Department's Basic County Allocation.

b. "Categorical Programs" means one of the budget categories other than the Department's BCA.

- Human Services Programs listed in the Final Allocation Worksheet located ~~on the internet at~~ <http://www.dhs.wisconsin.gov/sca/> are attached to this Contract and will be reconciled in accordance with the third (3rd) and fourth (4th) bullets in this subsection as follows:

a. The County shall earn monies for the County's actual expenditures for each categorical program up to the amount in the State Allocation Column for that categorical program. If the County expends more money for a categorical program than the amount the Department has awarded for that program, the over-expenditure shall be treated as if it were ~~an~~ expenditure for the Department's BCA. Each Contract ~~addendum~~Modification will be treated as a categorical line for earning purposes with any required County match applied to the Department's BCA.

b. All County match funds shall be used to earn State match funds on the Department's BCA Contract line.

c. If the County spends the Department's BCA in an amount equal to or less than the amount stated on that line (DHS CARS 561) the County shall earn actual expenditures.

d. If the County spends the Department's BCA in an amount greater than the amount stated on that line (DHS CARS 561), the County shall earn all of the Department's BCA plus one-half of the remaining expenditures up to the amount on the State Match line (DHS CARS 681).

B. Carry-over of Community Aids Funds:

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The County can carry over three percent (3%) of the total allocation of these funds that are unearned in the following categories:

- The Department's BCA
- State Match
- Alzheimer's Family and Caregiver Support
- Substance Abuse Prevention and Treatment Block Grant (SAPTBG)
- Community Mental Health Services (MH) Block Grant
- Adult Protective Services

SAPTBG and MH Block Grant funds carried over must be used for their original purpose. All other funds carried over will be added to the Department's BCA and can be used for any purpose during the next calendar year. However, the statutes prohibit the use of any carry-over funds for administrative or staff costs.

~~The County can carry over up to five percent (5%) of its Family Support Allocation that is unearned. These funds must be used for their original purpose but not for administrative or staff costs.~~

C. ~~Federal Medicaid Funded Profiles Not Receiving Pre-Payments:~~

10. SOCIAL SERVICES AND COMMUNITY PROGRAMS REPORTS

Form Number	Name	Due Date
F-80600	Expenditure Report-Community Aids Reporting System	30th of the month following the report month (See section 4), plus final on March 25, 2018
F-20942	Total Expense by Target Group Standard Program Cluster Report	April 30, 2018
F-22540	Human Services Revenue Report	April 30, 2018
F-22018	HSRS Long Term Support Module	By the last State working day of the month following the report month

11.10. MISCELLANEOUS

Conditions on the Parties' Obligations:

This Contract is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of same affecting relevant funding to, or authority of. ~~The Department shall serve to terminate this agreement except as further agreed by the parties hereto.~~

~~Nothing contained in this agreement shall be construed to supersede the lawful power or duties of either party.~~

It is understood and agreed that the entire Contract between the parties is contained herein, and includes ~~appendices~~ Appendices and ~~addenda~~ Modifications, incorporated herein by reference. The Contract supersedes all previous commitments, promises, and representations, either oral or written between the parties relating to the subject matter hereof.

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12-11. CERTIFICATION REGARDING LOBBYING

In conformance with Federal law, the authorized County representative must review, sign and return with this Contract the Certification Regarding Lobbying form Agreement included in the signature documents of this Contract.

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13-12. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

In conformance with Federal law, the authorized County representative must review, sign and return with this Contract the Certification Regarding Debarment and Suspension form Agreement included in the signature documents of this Contract.

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14-13. BUSINESS ~~ASSOCIATION~~ ASSOCIATE AGREEMENT

To comply with the requirements of HIPAA addressing confidentiality, security and the transmission of individually identifiable health information created, used or maintained by the Business Associate during the performance of the Contract and after Contract termination, the Business Associate must review, sign and return the Business ~~Association~~ Associate Agreement. (F-00759)

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15-14. AUTHORIZED SIGNATURES

IN WITNESS WHEREOF, the Department and the County have executed this agreement as of the day and year first above written.

Printed Name of County: _____

Printed Name of County Representative

Signature
County Executive, Board Chairperson,
or Designee (Authorization attached if Designee)

Date

Signature
Thomas J. Engels, Deputy Secretary
Department of Health Services

Date